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<p>AMERICAN EXPRESS MARKETING &amp;          DEVELOPMENT CORP.          (a Delaware corporation),          AMERICAN EXPRESS COMPANY          (a New York corporation)</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>JAMES HAROLD SPURLIN (an individual)</p> <p style="text-align: right;">Defendant.</p>	<p>UNITED STATES DISTRICT COURT          SOUTHERN DISTRICT OF NEW YORK</p> <p>Civil Action No. 07-7317 (NRB)</p> <p style="text-align: center;"><b>DEFAULT JUDGMENT AND          PERMANENT INJUNCTION</b></p> <p style="text-align: center;">Document Filed Electronically</p>
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This action having been commenced on August 16, 2007 by the filing of the Summons and Complaint; and a copy of the Summons and Complaint having been sent to defendant James Harold Spurlin, along with a request that defendant execute a Waiver of Service of Summons, through delivery to his counsel on August 21, 2007; and defendant James Harold Spurlin having executed a Waiver of Service of Summons on September 25, 2007, and that said executed Waiver of Service of Summons having been filed on October 18, 2007; and the defendant not having answered or otherwise moved with respect to the Complaint, and the time for answering or otherwise moving with respect to the Complaint having expired; and the Clerk having entered a certificate of default pursuant to Rule 55(a) of the Federal Rules of Civil Procedure; it is hereby

**ORDERED** that Plaintiffs' Motion for Default Judgment pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure and Permanent Injunction be, and hereby is, granted;

**AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant James Spurlin, doing business as American Xpress Mortgage, and his officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with them who receive actual notice of this Judgment, are hereby immediately and permanently enjoined from:

(1) using AMERICAN XPRESS MORTGAGE or anything substantially similar to Plaintiffs' marks in connection with the advertising, sale, or promotion of financial services, including but not limited to mortgage brokerage services;

(2) using the mark "AMERICAN XPRESS MORTGAGE", or any marks comprised of or incorporating the terms "AMERICAN EXPRESS," or "AMERICAN XPRESS" or anything substantially similar thereto in connection with the advertising, sale, or promotion of financial services, including but not limited to mortgage brokerage services;

(3) using the mark "AMERICAN EXPRESS" or "AMERICAN XPRESS", or any marks comprised of or incorporating the terms "AMERICAN EXPRESS" or "AMERICAN XPRESS," or anything substantially similar thereto in its domain names or on or in connection with its website(s) for use in connection with the advertising, sale, or promotion of financial services, including but not limited to mortgage brokerage services; and

(4) holding out in any manner whatsoever that Defendant or Defendant's goods/services are in any way sponsored by, associated with, connected to, or affiliated with plaintiffs, or plaintiffs' services;

**AND IT IS FURTHER ORDERED THAT:** (1) Defendant must immediately purge the webpage of American Xpress Mortgage ([www.mortgagexpress.net](http://www.mortgagexpress.net)) of all materials that could cause an internet search engine looking for "American Xpress Mortgage," "American Xpress," or similar phrases to retrieve Defendant's internet webpage for American Xpress Mortgage; and

(2) Defendant must immediately take affirmative steps to de-register any reference to "AMERICAN XPRESS MORTGAGE" in any internet search engine that currently contains or references that mark or trade name.

**AND IT IS FURTHER ORDERED THAT:** Within thirty (30) days of service of this Order upon Defendant, Defendant must file with the Court and serve upon Plaintiffs a written report under oath setting forth in detail the manner and form in which Defendant has complied with this injunction, pursuant to 15 U.S.C. § 1116.

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HON. NAOMI REICE BUCHWALD, U.S.D.J.

Dated: March \_\_\_\_\_, 2008